

Request for Proposal

Surveillance System City Parking Structure and City Hall

**City of Pleasant Hill, California
1 September 2006**

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1. Purpose and Objectives

The City of Pleasant Hill solicit vendors for a Request for Proposal (RFP) from qualified contractors to design, implement, install a surveillance system for Pleasant Hill City Hall located at 100 Gregory Lane, Pleasant Hill, CA and the City Garage located at Crescent Ave, Pleasant Hill, CA. This system is intended to achieve the following goals:

- **Recording.** To be digitally recorded for later viewing.
- **High bandwidth.** Capacity to handle multiple cameras. (highest compression available)
- **Highly secure.** Offers the highest level of security at multiple layers utilizing proven, industry-standard security technologies. DVR access secure. If devices are within 12" of ground protective housings shall be included in this bid.
- **Scalable.** Offers an expansion path for potential expansion of the area of service.
- **High levels of reliability.** Deliver 99.99% uptime.
- **Interference resilient.** Offers protection against local environmental disrupters and resiliency for interference.
- **Centralized management control.** Provides central management and control over the network.
- **City Usage.** System will be used by Sworn and Non-sworn City personnel and public on specific cameras.
- **Evidence.** System must be able to export to a media that is used by the Court. Format - Windows Media Player will play.
- **Storage.** System must have storage space for 7 days.
- **Access.** System must have capabilities of real-time access/monitor from Police Department Dispatch as well as Pleasant Hill City Hall if desired.
- **2 High Res Camera.** Located at the Garage will be mounted on a mast (Existing) with access that can be controlled over a Web interface (Password Protected). The camera must be able to zoom and swivel. 1 Camera is intended to be used by the Public for access over the Web. These cameras must have the capability of at least 30FPS.
- **2 High Res Cameras.** Located at City Hall with same functions as Garage as well as microphone for sound. These cameras are intended for security as well as recording Live shows at City Hall. These cameras may also be used in the future for public access. These cameras must have the capability of at least 30FPS.
- **Low light.** Cameras must be able to be viewed using low light required for night viewing and recording.
- **Motion activated.** Stationary cameras must have the ability of being motion activated and recording only when motion is detected. Also have the function of turning this function off.
- **Monitor.** Must be able to be monitored from Dispatch at 330 Civic as well as 100 Gregory Ln.
- **Compression.** Video must be compressed using the latest compression that windows media reader will accept.
- **City Parking Structure** – All floors will be covered including top.
- **City Hall** – Exterior coverage (including both parking lots public and employee). If cameras are mounted on City Hall, housing must match as close to the color of City Hall and esthetically pleasing as possible.
- **Elements** – If cameras are mounted in the elements, protected housing shall be included in this bid. Annotate operating temperatures of equipment in bid.

- **Patrol Car Access** – Ability to access from vehicles individual cameras. Cruisers are equipped with 8011.B.

1.1. Bid Process

The City of Pleasant Hill will conduct the selection of a vendor and award contract in the following manner:

- 1) This document will be distributed to all interested vendors.
- 2) A bidder's conference will be held to answer any questions arising from the RFP and give vendors the opportunity to examine Pleasant Hill's facilities prior to their bid submittal.
- 3) The proposals will be received and evaluated as described in this RFP. If necessary, a short list of the most qualified vendors will be compiled and these vendors asked to make oral presentations. Pleasant Hill may also choose to conduct site visits to vendor installations similar to the one proposed.
- 4) A contractor will be selected for contract negotiations.
- 5) At the conclusion of negotiations, a contract will be presented to the Council or approving authority of each entity for review and approval.

1.2. Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

MILESTONE EVENT PLEASANT HILL	DATE
1. RFP Issuance	1 September 2006
2. Bidder's Conference	27 September 2006
3. Proposal Due Date	27 October 2006
4. Proposal Evaluation completed	3 November 2006
5. Contract Negotiation completed	10 November 2006
6. Contract signed	20 November 2006
7. Project begins	27 November 2006
8. Implementation completed	To be agreed with vendor of choice on schedule. No later than April 2006.

Pleasant Hill reserves the right to change the schedule of events as it deems necessary. In the event of a major date change, Pleasant Hill will notify all known vendor participants. Pleasant Hill also reserve the right to issue addenda to this RFP up to seven days before the bid date as needed to clarify the desires or to make corrections. The Bidder will acknowledge receipt of all addenda in their proposals.

1.3. Bidder's Conference

All prospective vendors are required to attend the Bidder's Conference to be held 27th of September 09:00 at the Council Chambers, 100 Gregory Lane, Pleasant Hill, CA 94521. City of Pleasant Hill will not be able to consider bids from vendor's that did not attend the Bidder's Conference.

At this conference, the City of Pleasant Hill will make a short presentation regarding the desired system and then open the floor to Bidder questions. Please submit any questions in writing at least 10 business days prior to the conference date. An addendum to the RFP will be issued as soon as possible after the conference answering all submitted questions and notifying vendors of any changes to the RFP.

Bidders will also be given the opportunity at this time to tour the facilities to ascertain the suitability of their proposed systems.

If additional information is required by the Bidder to further clarify the RFP requirements, written questions will be accepted until 20th of September. All questions must be submitted in writing and sent to the following address pertaining to their install:

City of Pleasant Hill
James Ziegelman
Network Manager
100 Gregory Lane
Bus 925 671-5236
Fax 925 256-8190
itmanager@ci.pleasant-hill.ca.us

1.4. Contact Information

The City of Pleasant Hill has designated James Ziegelman to be responsible for coordinating communications between City of Pleasant Hill and potential contractors. He may be contacted at:

City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523
925 671-5236

1.5. Bid Submittal Instructions

Vendors are to submit 1 electronic copy in 1 document to itmanager@ci.pleasant-hill.ca.us

In addition, 2 originals of the proposal on or before 17:00 on 27th of October 2006 to:

James Ziegelman
City of Pleasant Hill
100 Gregory Lane, Pleasant Hill
California 94523

All bids should be clearly marked "Proposal for Surveillance System for City Hall and City Garage.

Bidder questions must be received by the date specified on the RFP.

It will be the sole responsibility of the vendor to have their bids delivered to the City of Pleasant Hill before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender.

Bids having any erasures or corrections must be initialed in ink by the vendor. The proposal must contain the signature of the duly authorized officer of the Bidder and must be signed in ink.

All bids must be valid for a period of 90 days following the bid opening hardware, software, installation, training, and maintenance. Partial or incomplete proposals will be rejected.

All costs incurred by the vendor in preparing the proposal, or costs incurred in any other manner by the vendor in responding to this proposal will be wholly the responsibility of the vendor. All materials and documents submitted by the vendor in response to this specification become the property of the City of Pleasant Hill and will not be returned to the vendor.

Any proprietary information contained in the proposal should be so indicated.

James Ziegelman will be notifying the winning Bidder of the Bid Award and will arrange a meeting with the bidder to commence contract negotiations.

2. General Conditions and Instructions to Proposers

2.1. *Proposal Format*

To enable the evaluation committee to fairly evaluate each bid, the Bidder will use the following proposal format:

Cover Letter

A one-page cover letter, signed by an authorized representative of the Bidder, must be included in the submittal. It must contain the name and address of the corporation or business submitting the proposal, as well as the name, address, telephone number, and title of the person authorized to represent the Bidder.

Contents

1. *Executive Summary*

The vendor will describe its approach to the installation of systems of this kind and identify any unique or distinctive features of the system that the vendor wishes the evaluation committee to give particular attention.

2. *Response to Terms and Conditions*

The vendor will indicate its agreement to the specified terms and conditions addressed in this RFP, identifying any exceptions taken.

3. *System Description*

The vendor will provide a clear and complete description of the proposed system. The description will be sufficient to enable the evaluation committee to determine that the proposal satisfies the RFP requirements and meets the needs of City of Pleasant Hill. The description will describe how the system meets the General System Requirements outlined in Section 3.2 of this RFP. The description may be augmented by the inclusion of operations manuals, but it is the vendor's responsibility to provide the required description in the body of the proposal.

4. *Compliance Table*

The vendor will complete the compliance table included in Section 4 of this RFP.

5. *Implementation Plan*

As stated in Section 6 of this RFP, the vendor will present a schedule for implementation of the system. The schedule will highlight important milestone dates with a description of what these tasks include. Please include a Gantt chart depicting the project from start to final acceptance.

As part of the installation plan, the vendor will describe activities to be undertaken as part of the installation. Of particular importance is the identification of activities and/or responsibilities that the vendor would ascribe to the City of Pleasant Hill during, or as part of the installation.

6. *Warranty/Maintenance*

The vendor will include in this section a description of the proposed warranty and maintenance plans available based on the requirements in Section 7 of this RFP.

7. Training Plan

The vendor will describe its plan for training in the use of the proposed system as outlined in Section 8 of this RFP.

8. Vendor Qualifications

The vendor will provide a brief description of its company and company history. The vendor will also provide a list of past projects that the vendor believes qualifies it to undertake the City of Pleasant Hill's project.

9. Price Proposal

The vendor will use the forms provided in the RFP for this purpose.

2.2. Evaluation Criteria

2.2.1. Weighted Evaluation Factors

Proposals will be evaluated by the following criteria:

Vendor Qualifications	[30]%
System Suitability	[40]%
Price	[20]%
Schedule	[10]%

It should be understood that these weighing factors are only approximations and that vendors must be acceptable in all areas to be considered. Pleasant Hill reserves the right to waive any irregularities and technicalities and to request re-bids pertaining to their install. It is Pleasant Hill's intention to award the contract to the vendor that best serves the interests of the City.

2.2.2. Vendor Qualifications

The City of Pleasant Hill are requesting proposals from organizations that are qualified as system contractors and are either the manufacturers and/or developers of the system offered or authorized agents of such manufacturer or developer. Vendors with the following qualifications are encouraged to participate in the RFP process and submit proposals:

- Demonstrated experience in the design, installation, and maintenance of, and training for the proposed system.
- Ability for the hardware to be maintained by the user with no special tools or expertise. Maintenance plans that allow the City of Pleasant Hill to accept some responsibility for maintenance of hardware to lower on-going maintenance costs will be considered advantageous.
- Sufficient qualified and experienced engineering, design, installation and service personnel to satisfy any engineering or service problem that may arise during the installation, warranty, and maintenance periods.
- References showing previous implementations of proposed public safety systems.

2.2.3. System Suitability

The vendor will be evaluated on the suitability of its system with respect to the following factors:

- **Quality of video.**
- **Ease of extracting video.**
- **Coverage and placement of cameras in both City Garage and City Hall.**
- **Ease of operation.**
- **Performance.**
- **Security.**

2.2.4. Price

Price evaluation will be based upon the vendor's base price and any proposed options that may be judged by the City of Pleasant Hill to be necessary for a complete and working system that meets the intent of this RFP.

2.2.5. Quality

All equipment or supplies provided in response to this RFP will be new, or if any component has been remanufactured, it must be warranted by the manufacturer as new. The items must be the manufacturer's latest model and represent the best of currently available technology.

2.2.6. Project Manager

The vendor will designate a project manager who will serve as the point of contact for the City of Pleasant Hill be responsible for the system installation. The vendor's project manager will be named immediately after contract signing. If for some reason any one of the public entities are dissatisfied with the project manager, each reserves a right for another project manager to be assigned. Time frames on implementation will be adjusted/reviewed if another manager is assigned.

2.2.7. System Installation

The vendor will be responsible for complete and timely installation of all equipment. The vendor may utilize the services of equipment suppliers or service agencies to do the physical installation, but this does not relieve the vendor of any responsibility for the installation. The vendor's project manager will remain the contact for any installation issues or problems. If switches are needed for this system, Cisco is the preferred vendor of this equipment. This system will be a turn key system. If any cost is incurred to linking to existing system, vendor is responsible for those costs.

2.2.8. System Acceptance

System acceptance will occur in four phases:

- Hardware Certification
- Network Certification and Security Certification
- Phased implementation (City Hall & City Parking Structure) and testing
- Final System Acceptance

After installing the system hardware and performing appropriate diagnostic tests, the contractor will certify to the City of Pleasant Hil that hardware is functioning correctly. The City of Pleasant Hill may request specific demonstrations of the hardware readiness.

Upon completion of field installation of the network and training , the contractor will certify that the network is ready for acceptance. The vendor will be required to demonstrate all system functions. Any problems found during this demonstration will be immediately corrected by the contractor after which time the City of Pleasant Hill will verify that corrections have been made and accept the system.

The vendor will then perform final system testing. Upon completion of the final system testing, the contractor will certify that the network has passed the final system test criteria. Final system test criteria include:

- End-to-end throughput testing from within the coverage area
- Verification of recording and access.
- One month reliability test
- Validation of link and network fail-over mechanisms

After final system acceptance Pleasant Hill will release final payment.

2.2.9. Extra Work

No claims for extra work will be allowed, unless they have been previously agreed to in a written change order.

2.2.10. Payment Terms

Terms for payment of the contract amount will be as follows:

- [100]% of the contract amount upon final system acceptance

2.2.11. Termination Provisions

In the event that any of the material provisions of the contract are violated by the vendor or by any of its subcontractors, Pleasant Hill may, at its discretion, serve written notice to the vendor and the surety of its intention to terminate the contract. Such notice will contain the reason for termination. The vendor will then have 30 calendar days to either correct the violation or to make arrangement for correction to be made to meet the satisfaction of Pleasant Hill. If no arrangement is reached within the 30-day period, the contract will be declared terminated.

2.2.12. Demonstrations

Pleasant Hill may require on-site demonstrations of the proposed system. All demonstrations conducted onsite will be the responsibility of the Bidder. Pleasant Hill may also require visits to existing Bidder installations, Pleasant Hill will be responsible for travel accommodation expenses for their personnel.

2.2.13. Prime Contractor

In the event multiple vendors submit a joint proposal in response to this RFP, a single vendor will be identified as the prime contractor. Prime contractor responsibilities will include performance of contract administration and management.

The prime contractor will be directly responsible for the performance of all its subcontractors.

2.2.14. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2.2.15. Copyright and Patent Rights

The vendor warrants that there are no existing claims of violation and vendor has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in this bid as of the date of bid submittal. City of Pleasant Hill expect indemnification by the vendor of any claim or action brought against City of Pleasant based upon a claim that the software or hardware provided by the vendor violated any copyright or patent rights.

2.2.16. Taxes

Pleasant Hill Tax Rate – 8.25%

2.2.17. Insurance

Within ten (10) days of contract signing, the contractor will furnish to the City of Pleasant Hill a certificate of general liability and product liability insurance. These policies will remain in effect through final system acceptance.

2.2.18. Hold Harmless

The Contractor will defend, indemnify and hold each the City of Pleasant Hill, its officers, agents, engineers, and/or employees harmless from all claims of damage due to Vendor's/Contractor's negligent acts or omissions related to Contractor's performance of the work.

2.2.19. Penalties

If time frames are not met by fault of vendor/contractor chosen, a 10% penalty fee pertaining to that phase will be invoked and subtracted out of payment.

3. General System Requirements

3.1. *Background and System Details*

3.1.1. Existing Network Infrastructure

Pleasant Hill -

- The Police Department has an assigned IP addresses scheme and City Hall has a DHCP Server servicing City Hall and assigned IP addresses at the Corporation Yard.
- All sites are 10/100 Ethernet to the workstations with Cat 5 wiring.
- The current internet provider is Sprint (2 FULL T1 BONDED) with the point of entry at City Hall servicing the Police Department, Corporation Yard and a customer (Park and Recs).
- Between the Police Station and City Hall there is an existing point to point T1. Between the Police Department and the Corporation Yard multimode fiber is connected via a Layer 3 Switch. The switch at the Corporation Yard has a Cat 5 cable connecting the next building with a VLAN (Park and Recs).
- Three firewalls are in place Pix 515 at City hall and a Pix 515 at the Police Department. Park and Recs has a Pix 501 (Internet Connection only).
- Wireless Network is installed at the City Garage with Point to Point link to City Hall. The Wireless at the City Garage is 802.11g and point to points are a 45 MB connection.
- Wireless Network (WiFi) is installed in certain specific locations of the City.

3.2. *General System Requirements*

The system must be scalable. The system must have ability to be monitored from the Police Department as well as City Hall.

System must be scalable allowing future cameras to be purchased and installed.

Free Internet is allowed is filtered thru the Garage Point to Point Links to City Hall running at 45MB. 1.5MB is internet access is given to the public. This system will not interfere with the performance of free internet to the public or public safety WiFi System. Cameras mounted on mast at the Parking Structure will be mounted with a clamp on device not drilling into the pole.

3.2.1. System Parameters

Must be able to link to the existing system.

The system proposed will be low maintenance and will not require constant configuration changes by the end users.

The cameras must be low light capable for night viewing and recording.

3.2.2. System Capacity and Scalability

The vendor shall make clear how the system provides an expansion path for potential expansion of the area of service.

The system shall provide high bandwidth capacity to handle cameras.

The vendor shall describe what is required to expand capacity beyond the proposed solution.

3.2.3. Reliability and Fault-tolerance

The system shall offer high levels of reliability and deliver 99.99% network uptime within the coverage area.

The system as proposed must provide protection against local environmental disrupters and resiliency for interference. This protection must operate automatically and not require manual intervention.

3.2.4. Network Topology

Vendor shall specify the network topology of the proposed system. Identify the number of cameras or other devices, mounting options.

3.2.5. Hardware

It shall offer easy and straightforward mounting. The hardware shall be industrial-grade and designed for outdoor environments if outdoor .

3.2.6. Network management

The system shall offer an application for centralized management control. The application shall be fully compliant with the Simple Network Management Protocol (SNMP) network management standard. The vendor shall specify how such application provides central management and control over the network.

The vendor shall also describe the system monitoring, logging, troubleshooting, and diagnostics capabilities.

3.2.7. Security

The system shall offer the highest level of security ensuring no public access on cameras that are not intended for public access. Cameras are to be placed high enough, if possible to prevent vandalism of devices.

4. Proposed Hardware/Software Platforms

4.1.1. Overview

Please make sure that all cost totals are also included on the Price Proposal including taxes.

Break down cost into two sections – one for City Hall and the other Parking Structure.

One camera on top of mast at the Parking Structure will be used by the public to access. This camera is to mounted on mast (existing) and mast not be drilled into. The other is intended to be used by City Personnel.

The two cameras at city hall that require 180 degree pan tilt and sound may be accessed by the public in the future. This camera may be used for concerts at City Hall in the future and must have capabilities to record at real time.

Also annotate life span of equipment.

City Hall housing/cameras must be esthetically pleasing as possible. This building has been used by students for sketches.

Must be able to be accessed from the Police Department/Patrol cars as well as City Hall.

For evidence must be exportable to a format the Windows Media Player will play.

5. Projected Implementation

The vendor will provide a project implementation plan with appropriate Gantt charts or similar representations of the milestones and timing of each implementation according to their install.

The project duration anticipated for this installation of Pleasant Hill is 2 months from contract signing to system acceptance. If the vendor's proposed schedule should exceed (or fall shorter than) this duration, please include an explanation of the variance. The schedule will highlight important milestone dates with adequate description of what these tasks include. Please include a Gantt chart depicting the installation from project start through final acceptance.

As part of the installation plan, the vendor will describe activities to be undertaken as part of the installation. Of particular importance is the identification of activities and/or responsibilities that the vendor would ascribe to the City of Pleasant Hill during, or as part of the installation. Elements of the project plan should include:

- Network Architecture Design. The Network Architecture Design is a document that describes the wireless network architecture and how the various components work together. This document should be a direct result of the responses to this RFP and will be included with the RFP response.
- Site Survey. A Formal Site Survey will be conducted to identify issues and options for establishing connectivity throughout the coverage area.
- Detailed Network Design. As a result of the Site Survey, a Detailed Network Design will be developed that identifies all of the components of the wireless network.
- Installation Plan. The installation plan will include a statement of work and equipment list for each location.
- Deployment. Please clarify the proposed timeline for your deployment efforts.
- Explain the procedure for the final acceptance of the new system by City of Pleasant Hill.

6. Warranty/Maintenance Requirements

The vendor will indicate the warranty period for both system hardware and software components. The vendor will also describe the different maintenance/support plans available after the warranty period. This is to include turnaround time of down equipment and response time. Ensure that all appropriate costs are included in the Price Proposal. Warranty period does not start until after final acceptance. First year should be included in the bid. Please provide cost details on included and extended warranty/maintenance plans.

7. Training Requirements

The vendor will provide a training plan identifying the minimum number of training hours that will be provided as a part of the base package. The plan will identify the actual training hours and describe the size and assumed skill levels of each group. The courses should indicate whether the location will be on-site and off-site training. Course materials will be provided both by electronic and paper. The vendor will provide cost information for additional training that is available. Please make sure that all cost totals are also included on the Price Proposal.

8. Documentation

During Implementation, the vendor will provide a full set of documentation required to operate and maintain the proposed system including hardware, software, computer operations, and training and operations users and reference guides. The vendor will provide one electronic and paper master from which they may make in-house copies. Graphical representation of equipment and links to existing city system is to be done in visio and ip assignments(if any) is to be documented in this document as well.

9. Price Proposal

The following should be provided so that a fair evaluation of the system proposed can be accomplished:

- Camera Equipment Price
- Interconnect Component Price
- Other/Miscellaneous Hardware
- Installation and Integration Price
- Warranty/Maintenance Price
- Training Price

The vendor should supply a complete list of all components proposed.

DESCRIPTION	PRICE
	\$0
	\$0
	\$0
	\$0
	\$0
Installation and Integration	\$0
Training	\$0
Subtotal	\$0
	\$0
Grand Total	\$0

MAINTANANCE SUMMARY	Monthly Fee	Annual Fee
Maintenance included in 1 st year – After -	\$0	\$0

PRICE DETAIL

QTY	DESCRIPTION	Price/Unit	Subtotal	Total Price
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	Equipment Subtotal	\$0	\$0	\$0

INTERCONNECT HARDWARE INCLUDES:

QTY	DESCRIPTION	Price/Unit	Subtotal	Total Price
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	Interconnect Hardware Subtotal	\$0	\$0	\$0

PRICE DETAIL

QTY	DESCRIPTION	Price/Unit	Subtotal	Total Price
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	Subtotal	\$0	\$0	\$0

QTY	DESCRIPTION	Price/Unit	Subtotal	Total Price
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	Subtotal	\$0	\$0	\$0

PRICE DETAIL**OTHER MISCELLANEOUS HARDWARE INCLUDES:**

QTY	DESCRIPTION	Price/Unit	Subtotal	Total Price
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	Other Miscellaneous Hardware Subtotal	\$0	\$0	\$0

INSTALLATION AND INTEGRATION INCLUDES:

QTY	DESCRIPTION	Price/Unit	Subtotal	Total Price
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
	Installation and Integration Subtotal	\$0	\$0	\$0

Note – Pleasant Hill has a budget assigned in the Capital Improvement Project Fund for this project.

- Pleasant Hill requires vendors who work in Pleasant Hill to have a City Business License.

10. Sample Contract that will be used.

AGREEMENT FOR COMPUTER SOFTWARE, EQUIPMENT AND SERVICES

This Agreement is made and entered into as of the ____ day of _____, 2006, by and between the City of Pleasant Hill ("City") and _____ ("Supplier").

RECITALS

- A. The City desires **[describe project]**
- B. Supplier is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- C. Supplier possesses the skill, experience, ability, background, certification and knowledge to provide services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Agreement. The Supplier shall supply the equipment and perform the services described in Exhibit A attached hereto and incorporated herein by reference ("Project"). Supplier shall provide said equipment and services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Responsibilities of City. The Network Manager, or her/his assignee ("City Representative") shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City Representative". The City shall provide suitable hardware and an operating system that meets or exceeds the recommended guidelines for this installation.
3. Time of Performance. The services of Supplier are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than two_months after signing of contract.

4. Compensation. Compensation to be paid to Supplier shall be in accordance with the Time Schedule and Payment Dates set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Supplier's compensation exceed \$_____ without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

5. Method of Payment. Supplier shall submit monthly billings to City describing the work performed and the milestones achieved during the preceding month. Supplier's bills shall include a brief description of the services performed, the date the services were performed and an itemized listing of the equipment delivered.

City shall pay Supplier no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

6. Ownership of Documents. All plans, studies, documents and other writings delivered to the City by Supplier in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Supplier for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Supplier or to any other party. Documentation will be provided by the Supplier to the City in Microsoft Word format both electronically and hard copy. Diagrams will be provided by Supplier to the City in Visio Format both electronically and hard copy. Supplier shall, at Supplier's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

7. Maintenance. Maintenance of one year will be included for software in purchase price. Maintenance will commence after final sign off by the City as prescribed on Exhibit B and paragraph 9 below. Copy of proposed maintenance plan for following years is attached as Exhibit C.

8. Project Manager. A Project Manager shall be named by Supplier in the Scope of Agreement (Exhibit A). The City reserves the right to request that the Supplier dismiss and assign another Project Manager if timelines/deadlines as set forth on Exhibit B are missed due to no fault of the City.

9. **Operational Performance Testing. Operational performance testing is defined as 30 consecutive days of “non-fatal” application failures from when training is completed and the City starts using the software in a production environment.**

A. **Final Acceptance.** Final Acceptance of installation shall be upon the occurrence of all the following:

1. Delivery to the City of all software and professional services required to meet the City’s implementation requirements described in Exhibit A.
2. Delivery to the City of written software manuals described in Exhibit A.
3. Configuration and installation of the current version of the Project software as described in Exhibit A.
4. The City’s determination that the software performs in the same manner and with the same functions as the software previously demonstrated. The software should generate a sampling of standard reports.
5. Demonstration of successful operation of the Project.
6. Issuance of a Certificate of Compliance for all installed items by supplier.
7. A final testing of the system including a functional test demonstrating that each and every part of the system functions as specified.
8. When the tasks outlined in Exhibit A are complete and signed off by both parties, the City Representative shall visually verify that Supplier completed all work in an acceptable manner. The City Representative shall prepare a “punch list” listing any items that need to be completed, corrected, or redone for the Project to pass inspection. When notified by Supplier that all punch list items have been completed, the City Representative can schedule the final inspection. At the final inspection, the City Representative shall visually verify that Supplier has acceptably completed all required work.
9. Upon acceptance of the Project completion by the City Representative, a written notification of final acceptance shall be sent to Supplier, relieving Supplier from further work under this Agreement.

B. Problems.

1. During operational performance testing (OPT), the City shall make a written record of any problems encountered, with appropriate supporting descriptions to facilitate diagnosis and correction. If no problems are encountered within the OPT 30 consecutive day period, the City shall immediately certify that the system has passed the operational testing phase and the software modules are deemed to be accepted.
2. If any problems are encountered, the City and Supplier shall attempt in good faith to reach agreement on whether the problems either prevent the City from commencing product operations with the Project or would substantially inhibit the City's use of the system if such problem or defect were to remain uncorrected.
3. If agreement is reached that the problems either prevent the City from commencing system operations or would substantially inhibit the City's use of the product if production operations were commenced, or if the City and Supplier are unable to agree, Supplier shall provide to the City a written statement that the problems shall be corrected by a stated date acceptable to the City, and the City shall certify that the system has passed the operational testing phase and shall communicate the results of its verification to Supplier.

10. Independent Contractor. It is understood that Supplier, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Supplier shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Supplier hereby expressly waives any claim it may have to any such rights.

11. Interest of Supplier. Supplier (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Supplier's services hereunder. Supplier further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Supplier is not a designated employee within the meaning of the Political Reform Act because Supplier:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Supplier. City has relied upon the professional training and ability of Supplier to perform the services hereunder as a material inducement to enter into this Agreement. The primary provider of the services called for by this Agreement shall be _____. This provider shall not be replaced without the written consent of the City. All work performed by Supplier under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Supplier's field of expertise.

13. Indemnity. Supplier agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

14. Patent and Copyright Warranty and Indemnity. Supplier hereby warrants that its software, hardware and associated systems or products do not violate or infringe upon any patent, trademark, copyright, service mark, trade secret, mask work or other intellectual property right or proprietary right of any third party. Supplier agrees to defend, at its expense, any suits against the City based upon a claim that any of its software or hardware directly infringes a patent or copyright and to pay costs and damages finally awarded in any such suit, provided that Supplier is notified promptly in writing of the suit and, at Supplier's request and at its expense, is given full control of the suit and all requested assistance for defense of the suit. This indemnity does not extend to any suit based upon any infringement or alleged infringement of copyright by the combination of any item of Supplier software or hardware and other elements added by the City nor does it extend to any product(s) of City's design or formula. The foregoing states the entire liability of Supplier for patent or copyright infringement related to the Supplier software or hardware or associated systems.

15. Warranty Disclaimer. Supplier represents and warrants that Supplier shall, on the date of transfer to the City, have title to and the right to sell the software, hardware and associated systems or products delivered to the City. Any warranty issued by the manufacturer of products shall be solely that of the manufacturer and not of Supplier. Supplier hereby assigns to City, as of the date that title passes to City for such product, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the software, hardware and associated systems or products. Supplier hereby authorizes City to make or settle any claims under such warranties directly with any such manufacturer or vendor. EXCEPT FOR THIS EXPRESS WARRANTY, SUPPLIER DISCLAIMS ALL WARRANTIES ON PRODUCTS (INCLUDING SOFTWARE), EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THE FOREGOING WARRANTIES EXTEND ONLY TO THE CITY OF PLEASANT HILL AND SHALL NOT BE ASSIGNABLE TO ANY OTHER PARTY.

16. Limitation of Liability. Supplier is not liable, for alleged defects in products sold or services performed, to third parties or anyone with whom it does not have a direct contractual relationship. Supplier is not liable for defects in information provided by secondary sources. All documents, including reports, drawings, plans, designs and specifications, prepared by Supplier or its subcontractors are not intended or represented by Supplier to be suitable for use by or relied upon by anyone but the Customer or for uses beyond the scope of the specific uses or purposes set forth in the contract documents. INDEPENDENTLY OF ANY OTHER REMEDY LIMITATION HEREOF AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, IN NO EVENT SHALL SUPPLIER BE LIABLE FOR SPECIAL, INCIDENTAL, COST OF COVER, LOST PROFITS OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER CONTRACT, TORT OR OTHER LEGAL ACTION UNDER THIS AGREEMENT, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUPPLIER AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY THE CITY TO SUPPLIER FOR THOSE PRODUCTS GIVING RISE TO THE LIABILITY.

17. Nondisclosure. City acknowledges that, in the course of using the software, hardware and associated systems or products contemplated by this Agreement, City may obtain confidential or proprietary information relating to the technology or the accompanying documentation of Supplier or its subcontractors, including without limitation all technical know-how and specifications (“Proprietary Information”). For purposes of this Agreement, Proprietary Information further includes any information and data which is, or should be reasonably understood to be, confidential or proprietary to the disclosing party, which may include, without limitation, proprietary technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to the products and services of the parties, as well as ideas, concepts, designs, computer programs and inventions and all record bearing media containing or disclosing such Proprietary Information which are disclosed pursuant to this Agreement. Such Proprietary Information shall belong solely to Supplier. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of City. City shall not use or disclose Proprietary Information to third parties without the prior written consent of Supplier, and City agrees to undertake reasonable measures to maintain the Proprietary Information in confidence. City agrees to report immediately to Supplier any unauthorized use or disclosure of Proprietary Information of which City has actual knowledge.

Supplier acknowledges that, in the course of installing, supporting and maintaining the software, hardware and associated systems or products for the City, Supplier may obtain information regarding the City or its associated computer systems.

Notwithstanding that certain parts of such data may become a public record, Supplier shall not disclose or use any such potentially confidential information without the City's prior written consent. Supplier agrees to take all appropriate steps to protect the integrity and confidentiality of the City's computer systems.

Each party shall protect and safeguard the Proprietary Information of the other party using at least the same degree of care such party uses to protect its own Proprietary Information of like importance. Each party agrees that all employees and subcontractors to whom Proprietary Information is disclosed will have signed a confidentiality agreement in form and substance reasonably acceptable to the disclosing party, copies of which will be provided upon request.

18. Insurance Requirements.

a. Supplier, at Supplier's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

This provision shall not apply if Supplier has no employees performing work under this Agreement. If the Supplier has no employees for the purposes of this Agreement, Supplier shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit D.

- ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. Automobile Liability Coverage. Supplier shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Supplier arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - iv. Professional Liability Coverage. Supplier shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Supplier's operations under this Agreement, whether such operations be by the Supplier or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- i. The City of Pleasant Hill, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Supplier, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Supplier shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Supplier shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

19. Compliance with Laws. Supplier shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

20. Licenses. Supplier represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Supplier to practice its profession. Supplier represents and warrants to City that Supplier shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Supplier to practice its profession. Supplier shall maintain a City of Pleasant Hill business license.

21. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa, Martinez, California.

22. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523-3323
Attn: Network Manager

If to Supplier:

23. Supplier's Books and Records.

a. Supplier shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for supplies or services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Supplier to this Agreement.

b. Supplier shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Supplier's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Supplier's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Supplier, Supplier's representatives, or Supplier's successor-in-interest.

24. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Supplier. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

25. Amendments. This Agreement may be modified or amended only by a written document executed by both Supplier and City and approved as to form by the City Attorney.

26. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

27. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

28. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Supplier. Assignments of any or all rights, duties or obligations of the Supplier under this Agreement will be permitted only with the express consent of the City. Supplier shall be fully responsible to City for all acts or omissions of its subcontractors. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

30. No Confidentiality. This agreement is a public record and will be available to the public if requested.

31. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Supplier shall be entitled to compensation for equipment delivered and services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF PLEASANT HILL:

SUPPLIER:

Michael Ramsey
City Manager

By:_____

Business License #_____

APPROVED AS TO FORM:

Debra S. Margolis
City Attorney

ATTEST:

Marty McInturf
City Clerk

Exhibit A: Scope of Work

Exhibit B: Time Schedule and Payment Dates

Exhibit C: Copy of Maintenance proposed after 1 year.

Exhibit D: Certificate of Exemption from Workers' Compensation

Exhibit E: Blanket Endorsement

Exhibit F: Additional Insured Endorsement

Exhibit A

Scope of Work

Exhibit B

Time Schedule and Payment Dates

Exhibit C

Maintenance Agreement

Exhibit D

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this ____ day of _____, 2006, at Pleasant Hill,
California.

[Add Consultant's name and title]